

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

SHAUNA HEATH)	
)	Case Number
Plaintiff)	
)	
vs.)	CIVIL COMPLAINT
)	
BONDED CREDIT BUREAU, INC. d/b/a DRS BONDED)	
)	JURY TRIAL DEMANDED
Defendant)	
)	

COMPLAINT AND JURY DEMAND

COMES NOW, Plaintiff, Shauna Heath, by and through her undersigned counsel, Brent F. Vullings, Esquire of Warren & Vullings, LLP, complaining of Defendant, and respectfully avers as follows:

I. INTRODUCTORY STATEMENT

1. Plaintiff, Shauna Heath, is an adult natural person and brings this action for actual and statutory damages and other relief against Defendant for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (“FDCPA”), which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

II. JURISDICTION

2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1337.
3. Venue in this District is proper in that the Defendant transacts business in this District and Plaintiff resides in this District.

III. PARTIES

4. Plaintiff, Shauna Heath, is an adult natural person residing at 1219 Melrose Drive, Clarkston, GA 30021
5. Defendant, Bonded Credit Bureau, Inc. d/b/a DRS Bonded (“Defendant”), at all times relevant hereto, is and was a corporation engaged in the business of collecting debt with a registered office at 820 Bear Tavern Road, Trenton, New Jersey and its principal place of business located at 7745 East Kemper Road, Cincinnati OH 45249.

6. Defendant is engaged in the collection of debts from consumers using the telephone and mail. Defendant regularly attempts to collect consumer debts alleged to be due to another. Defendant is a “debt collector” as defined by the FDCPA, 15 U.S.C. §1692a(6).

IV. FACTUAL ALLEGATIONS

7. On or about May 12, 2009, Plaintiff received a letter from Defendant’s agent in regards to an alleged consumer debt owed to Citifinancial. The letter informed her “We have verified via the auditor in your county that you own property.” The letter continues with “Unless you pay the balance of this account or contact this office to make

suitable arrangements to pay the balance, we shall advise your creditor that collection efforts should continue." See letter attached hereto as Exhibit "A".

8. After reviewing the letter Plaintiff was alarmed that she could lose her property to Defendant.

9. Plaintiff proceeded to contact the Defendant after receiving the letter. Defendant informed the Plaintiff that she must pay the total due in the amount of \$7,673.95 with the threat of loss of her property if she did not.

10. The Defendant acted in a false, deceptive, misleading and unfair manner by insinuating and therefore intimidating Plaintiff into believing her property could be at risk.

11. The Defendant acted in a false, deceptive, misleading and unfair manner by threatening to take action that it did not intend to take for the purpose of coercing Plaintiff to pay the debt.

12. The Defendant acted in a false, deceptive, misleading and unfair when they engaged in conduct the natural consequence of which is to harass, oppress or abuse such person in connection with the collection of a debt.

13. The Defendant knew or should have known that their actions violated the FDCPA. Additionally, Defendant could have taken the steps necessary to bring their and their agent's actions within compliance of the FDCPA, but neglected to do so and failed to adequately review those actions to insure compliance with the law.

14. At all times pertinent hereto, the conduct of Defendant was malicious, intentional, willful, reckless, negligent and in wanton disregard for federal and state law and the rights of the Plaintiff herein.

15. As a result of Defendant's conduct, Plaintiff has sustained actual damages, including, but not limited to, injury to Plaintiff's reputation, invasion of privacy, damage to Plaintiff's credit, out-of-pocket expenses, physical, emotional and mental pain and anguish and pecuniary loss and she will continue to suffer same for an indefinite time in the future, all to his great detriment and loss.

COUNT I – FDCPA

16. The above paragraphs are hereby incorporated herein by reference.

17. At all times relevant hereto, Defendant was attempting to collect an alleged debt which was incurred by Plaintiff for personal, family or household purposes and is a "debt" as defined by 15 U.S.C. § 1692a(5).

18. The foregoing acts and omissions constitute violations of the FDCPA, including but not limited to, violations of §§ 1692d, e, e(2), e(4), e(5), e(10) and f.

WHEREFORE, Plaintiff respectfully prays that judgment be entered against the Defendant, Bonded Credit Bureau, Inc. d/b/a DRS Bonded, for the following:

- a. Declaratory judgment that Defendant's conduct violated the FDCPA and declaratory and injunctive relief for the Defendant's violations of the state Act;
- b. Actual damages;
- c. Statutory damages pursuant to 15 U.S.C. § 1692k;
- d. Reasonable attorney's fees and litigation expenses, plus costs of suit; and
- e. Such additional and further relief as may be appropriate or that the interests of justice require.

V. JURY DEMAND

Plaintiff hereby demands a jury trial as to all issues herein.

Respectfully submitted,

WARREN & VULLINGS, LLP

Date: June 30, 2009

BY:

/s/ *Brent F. Vullings*

Brent F. Vullings, Esquire
Warren & Vullings, LLP
1603 Rhawn Street
Philadelphia, PA 19111
215-745-9800 Fax 215-745-7880
Attorney for Plaintiff